



NAYA RAIPUR DEVELOPMENT AUTHORITY

1st Floor, Utility Block, Near Mantralaya, Capital Complex Sector-19, Naya Raipur

Ph. 0771-2511500, Fax 0711-2511400, Email - ceo@nayarapur.com,

With reference to Tender No. 1871/R/82/PRJ/NRDA/2014, Date. 05.04.2016, "RFP for Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure in Sector 39, Naya Raipur, Chhattisgarh, India", the following Corrigendum-2 is made:-

Sl.	Clause Reference	Existing Clause	Revised Clause
1	Schedule 1(C), PROJECT COMPONENTS – MINIMUM DEVELOPMENT OBLIGATIONS (A) (1) of RFP And Schedule 5, PROJECT COMPONENTS – MINIMUM DEVELOPMENT OBLIGATIONS (A) (1) of Lease cum Development Agreement	The length of golf course over 18 hole should be 7,000 yards or more	The length of golf course over 18 hole should be 6,000 yards or more
2	Schedule 1(C), PROJECT COMPONENTS – MINIMUM DEVELOPMENT OBLIGATIONS (B) (1) of RFP And Schedule 5, PROJECT COMPONENTS – MINIMUM DEVELOPMENT OBLIGATIONS (B) (1) of Lease cum Development Agreement	Low-rise built-up units / Developed Plots - To be sold by the Developer	Low-rise built-up units - To be sold by the Developer
3	Schedule I(E), PROJECT IMPLEMENTATION SCHEDULE, Activity (5)- Residential Villas and development of allied Infrastructure of RFP And Schedule 7, PROJECT IMPLEMENTATION SCHEDULE, Activity (5)- Residential Villas and development of allied Infrastructure of Lease cum Development Agreement	At the discretion of the Lessee which can extend beyond the development milestone but within the Lease Period and as per the development control norms. The Lessee can market, book, issue allotment letters and give the possession of up to 25% of net residential area (plot or built up area) along with the development of 9 hole golf course. The Lessee can market, book, issue allotment letters and give the possession of additional 15% of net residential area (plot or built up area) after the completion of balance 9 hole golf course. The balance 60% net residential area (plot or built up area) shall be allowed to market, book, issue allotment letters and give the possession only after obtaining Completion Certificate for International standard (as per USGA guidelines) 18 hole Championship Golf Course from the Authority.	At the discretion of the Lessee which can extend beyond the development milestone but within the Lease Period and as per the development control norms. The Lessee shall be allowed to market, book, issue Allotment Letter and give the possession of up to 25% of net residential area (built up area) along with the development of 9 hole Golf Course. The Lessee can market, book, issue allotment letters and give the possession of additional 25% of net residential area (built up area) after the completion of balance 9 hole golf course. The balance 50% net residential area (built up area) shall be allowed to market, book, issue allotment letters and give the possession only after obtaining Completion Certificate for International standard (as per USGA guidelines) 18 hole Championship Golf Course from the Authority.
4	Definitions	"Detailed Project Report (DPR)" shall mean a	"Detailed Project Report (DPR)" shall mean a



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Sl.	Clause Reference	Existing Clause	Revised Clause
		<p>report which shall, <i>inter alia</i>, set out the full details of the developmental activities proposed to be carried out by the Lessee for implementation of the Project, detailed drawings and designs, proposed order, sequence and method of working, the steps, procedures and processes undertaken and to be undertaken by Lessee, the project implementation schedule with the milestones, bar charts/PERT networks with milestone dates, master plan and building plan, including the site development, plotted development and disposal of activities, proposed construction activities, names of likely subcontractors/vendors etc., detailed estimates, debt and equity arrangement, mobilization of finances, plans for marketing, proposed arrangement for operating and managing the projects, plans for golf events, the organization chart of the SPV and such other similar details which define and clarify the method and direction of the Lessee's plans for the implementation of the project.</p>	<p>report which shall, <i>inter alia</i>, set out the full details of the developmental activities proposed to be carried out by the Lessee for implementation of the Project, detailed drawings and designs, proposed order, sequence and method of working, the steps, procedures and processes undertaken and to be undertaken by Lessee, the project implementation schedule with the milestones, bar charts/PERT networks with milestone dates, master plan and building plan, including the site development and disposal of activities, proposed construction activities, names of likely subcontractors/vendors etc., detailed estimates, debt and equity arrangement, mobilization of finances, plans for marketing, proposed arrangement for operating and managing the projects, plans for golf events, the organization chart of the SPV and such other similar details which define and clarify the method and direction of the Lessee's plans for the implementation of the project.</p>
5	Article 2.5, Lease cum Development Agreement	<p>Provided further that, subject to the provisions of the lease agreement/development agreement/lease deed and on completion of development of complete infrastructure on the demised parcel of land as per approved plan and on completion of construction of 80% (eighty Percent) of total residential units thereon, as per approved plan, the lessee may request to the Authority, by written application to convert the lease to free hold ownership only for that portion of land which has been taken up for residential development and/or residential plotted development. On receipt of such application and after verification, the Authority shall convert the lease to free hold ownership on following terms and conditions:-</p>	<p>Provided further that, subject to the provisions of the lease agreement/development agreement/lease deed and on completion of development of complete infrastructure on the demised parcel of land as per approved plan and on completion of construction of 80% (eighty Percent) of total residential units thereon, as per approved plan, the lessee may request to the Authority, by written application to convert the lease to free hold ownership only for that portion of land which has been taken up for residential development (built up). On receipt of such application and after verification, the Authority shall convert the lease to free hold ownership on following terms and conditions:-</p>

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Sl.	Clause Reference	Existing Clause	Revised Clause
6	Article 2.10 (vi), Lease cum Development Agreement	An affidavit confirming that the Lessee has booked, allotted and given possession of maximum up to 40% of net residential area (plot or built up area);	An affidavit confirming that the Lessee has booked, allotted and given possession of maximum up to 50% of net residential area (built up area);
7	Article 3.12 (b), Lease cum Development Agreement	The Lessee shall be allowed to market, book, issue Allotment Letter and give the possession of up to 25% of net residential area (plot or built up area) along with the development of 9 hole Golf Course. The Lessee can market, book, issue allotment letters and give the possession of additional 15% of net residential area (plot or built up area) after the completion of balance 9 hole golf course.	The Lessee shall be allowed to market, book, issue Allotment Letter and give the possession of up to 25% of net residential area (built up area) along with the development of 9 hole Golf Course. The Lessee can market, book, issue allotment letters and give the possession of additional 25% of net residential area (built up area) after the completion of balance 9 hole golf course.
8	Article 3.12 (c), Lease cum Development Agreement	The Lessee shall be allowed to market, book, issue Allotment Letter and give the possession of balance 60% net residential area (plot or built up area) after obtaining completion certificate for International standard (as per USGA guidelines) 18 hole Championship Golf Course from the Authority and in accordance to Article 2.10.	The Lessee shall be allowed to market, book, issue Allotment Letter and give the possession of balance 50% net residential area (built up area) after obtaining completion certificate for International standard (as per USGA guidelines) 18 hole Championship Golf Course from the Authority and in accordance to Article 2.10.
9	Article 3.12 (d), Lease cum Development Agreement	The Lessee shall take No Objection Certificate (NOC) from the Authority to book, allot and give possession of each Villa, Plot, and Dwelling Unit before the completion of 18 hole Golf Course.	The Lessee shall take No Objection Certificate (NOC) from the Authority to book, allot and give possession of each Villa and/or Dwelling Unit before the completion of 18 hole Golf Course.
10	Article 3.12 (e), Lease cum Development Agreement	The Lessee shall get approval of the draft letter from the Authority to be given to the Allottees of Villa/Plot/ Dwelling Unit at the time of booking (the "Allotment Letter"). The Lessee shall include the Article 3.12 (b) and 3.12 (c) in body of Allotment Letter.	The Lessee shall get approval of the draft letter from the Authority to be given to the Allottees of Villa/Dwelling Unit at the time of booking (the "Allotment Letter"). The Lessee shall include the Article 3.12 (b) and 3.12 (c) in body of Allotment Letter.
11	Bid Due Date	23/05/2016	31/05/2016

The Corrigendum-2 shall form part of the Tender documents.

Chief Executive Officer
Naya Raipur Development Authority
Naya Raipur



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In reference to RFP no. 1871/R/82/PRJ/NRDA/2014 for Golf Course, Club House Cum Sports Complex and Residential Villas, the Authority has received queries/amendment requests via e-mail in accordance with the clause 1.2.10 of the RFP. The final responses to the queries/amendment requests may be referred below:

S. No.	Document Reference	Particulars of the Clause	Queries/Amendment Requested	Response
1	RFP 2.1.1 – Eligibility of Bidder	Where the Bidder is a Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”), to execute the Lease cum Development Agreement and implement the Project	It is requested that the single bidder is also permitted to incorporate an SPV for implementation of the project and execute the Lease cum development agreement	Where the Bidder is a Single Applicant or Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”), to execute the Lease cum Development Agreement and implement the Project.
2	RFP 2.1.1 – Eligibility of Bidder		We request Authority to remove the mandatory requirement of development of 18 hole Golf Course under the qualification criteria so as to encourage more bidders for participation in the bid which ultimately results into competitive bidding for the project. It is also vital to mentioned that the model concession agreement also provides for the due weightage in qualification criteria for experience in developing the Core Infrastructure projects. As you would appreciate a capable developer will hire a competent and experienced firm to design, construct and maintain the golf course which will meet the project objectives. Further it is pertinent that a capable and committed developer comes on board rather than someone with experience of development of golf course which is just one part of the project	Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have: i. Experience of development and maintenance of at least one 18 hole golf course or two 9 hole golf courses over the last five years from the Bid Due Date; OR ii. Experience of undertaking Core Infrastructure Project where the Project Cost is not less than INR 240 Cr.; AND iii. The bidder should have, as developer, developed more than 5.5 lakh sq. ft. built up area in a maximum of 2 of real estate projects on cumulative basis in the last five years prior to the Bid Due Date In case of Consortium i. At least one member of the Consortium should have experience of development and Maintenance of at least one 18 hole golf course or two 9 hole golf courses over the last five years from the Bid Due Date OR ii. At least one member of the Consortium should have
3	RFP, Page 9, Clause 2.1.3 (a)(i) Technical Eligibility	i. The bidder should have, experience of development	i. The bidder should have, either as developer or contractor, experience of	

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S. No.	Document Reference	Particulars of the Clause	Queries/Amendment Requested	Response
	Criteria	<p>and maintenance of at least one 18-hole golf course over the last five years from bid due date.</p> <p>In case of Consortium</p> <p>i. At least one member of the Consortium should have experience of development and Maintenance of at least one 18 hole golf course over the last five years from the Bid Due Date AND</p> <p>ii. At least one member of the Consortium should have, as developer, developed more than 7.5 lakh sq. ft. built up area in a maximum of 2 real estate projects on cumulative basis in the last five years from the Bid Due Date</p>	<p>development of one 18-hole golf course or two 9 hole golf course, over the last five years from bid due date.</p> <p>In case of Consortium</p> <p>ii. Any member of the Consortium should have, either as developer or contractor or designer, experience of development of one 18-hole golf course or two 9 hole golf course, over the last five years from bid due date.</p> <p>iii. At least one member of the Consortium should have, as developer, contractor or designer developed more than 5.00 lakh sq. ft. built up area in a maximum of 3 real estate projects on cumulative basis in the last five years from the Bid Due Date</p>	<p>experience of undertaking Core Infrastructure Project where the Project Cost is not less than INR 240 Cr.; AND</p> <p>iii. At least one member of the Consortium should have, as developer, developed more than 5.5 lakh sq. ft. built up area in a maximum of 2 real estate projects on cumulative basis in the last five years from the Bid Due Date</p> <p>Note:</p> <ul style="list-style-type: none"> • With respect to Golf Course development and maintenance experience following may be noted: <ul style="list-style-type: none"> - For development and Maintenance of Golf Course, only experience as a Developer or Project Management Consultant (PMC) shall be considered. In case of PMC, the bidder should have undertaken the construction supervision/management and maintenance of the Golf Course; - The bidder shall enter into a legal agreement with an agency fulfilling the Technical Qualification at (i) above, in case the bidder does not qualify to the qualification requirement mentioned in Technical Qualification at (i) above; - Within 90 days after issuance of LOA by the Authority and prior to signing of Lease cum Development Agreement, the bidder shall enter into a binding agreement with such agency; - The Applicant should furnish an undertaking that if selected to undertake the Project, it shall enter into a legal agreement with an agency to meet the Technical Qualification at (i) above, Within 90 days after issuance of LOA by the Authority and prior to signing of Lease cum Development Agreement for entrusting the development and maintenance work to an agency having the aforesaid experience, failing which the LOA shall be annulled by the Authority. • With respect to Core Infrastructure Project experience,

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				the bidder should have undertaken the project for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity
4	RFP 2.1.3 – Technical qualification	The bidder should have, as developer, developed more than 7.5 lakh sq. ft. built up area in a maximum of 2 of real estate projects on cumulative basis in the last five years prior to the Bid Due Date	It is requested that the bidder should be allowed to claim the project experience of the project under construction	No Change
5	RFP Clause 3.3.1 page 13, Change in Ownership and Lease cum Development agreement Clause 3.7(a) page 20, Minimum Equity requirement (SPV Shareholding)	By submitting the Bid, the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as reflected in Joint Bidding Agreement as provided in Appendix- VI; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of prequalification and short-listing in response to the Request for Proposal shall hold at least 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV; and (ii)	The Clause is not clear. Does the clause mean the following or should it be read as below: The following shall be applicable Upto 5 years from the end of construction period: (i) the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as reflected in Joint Bidding Agreement as provided in Appendix- VI; and that each consortium Member whose technical and financial capacity was evaluated for the purposes of prequalification and short-listing in response to the Request for Proposal shall hold at least 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV; and (ii) 5% (five per cent) of the Total Project	By submitting the Bid, the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as reflected in Joint Bidding Agreement as provided in Appendix- VI; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of prequalification and short-listing in response to the Request for Proposal shall hold at least (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost during the Construction Period and five years thereafter.

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		5% (five per cent) of the Total Project Cost during the Construction Period and five years thereafter.	If the said clause do not mean what has been stated above then kindly elaborate.	
6	RFP, Page 28 &31 Schedule I(B)& I(D)		Huge water body is part of the project area, Please clarify: i) Whether desilting, beautification and fencing of this part of water body is allowed. ii) Also clarify the water level that would be maintained by NRDA in this water body. iii) We request NRDA to increase the land area for the project by an area equal to that covered by the water body forming part of the project area otherwise all the area calculations stated in schedule I(D) will require revision.	i) Desilting, beautification and fencing of the water body, which is part of the project, shall be allowed. However, The Lessee shall not discharge any kind of solid, liquid and gaseous effluent or waste into the aquatic environment ii) NRDA shall not be responsible for maintaining the water level in the said water body iii) No Change
7	RFP, page 32, Schedule I(E) and lease cum development agreement clause 3.12 (b&c) page 22.	The Lessee can market, book, issue allotment letters and give the possession of up to 25% of net residential area (plot or built up area) along with the development of 9 hole golf course. The Lessee can market, book, issue allotment letters and give the possession of additional 15% of net residential area (plot or built up area) after the completion of balance 9 hole golf course. The balance 60% net residential area (plot or built up area) shall be allowed to market, book, issue allotment letters and give the	The Lessee can market, book, issue allotment letters and give the possession of up to 50% of net residential area (plot or built up area) along with the development of 9 hole golf course. The Lessee can market, book, issue allotment letters and give the possession of additional 25% of net residential area (plot or built up area) after the completion of first 9 hole golf course. The balance 25% net residential area (plot or built up area) shall be allowed to market, book, issue allotment letters and give the possession only after obtaining Completion Certificate for International standard (as per USGA guidelines) 18 hole Championship Golf Course from the Authority.	The Lessee shall be allowed to market, book, issue Allotment Letter and give the possession of up to 25% of net residential area (built up area) along with the development of 9 hole Golf Course. The Lessee can market, book, issue allotment letters and give the possession of additional 25% of net residential area (built up area) after the completion of balance 9 hole golf course. The balance 50% net residential area (built up area) shall be allowed to market, book, issue allotment letters and give the possession only after obtaining Completion Certificate for International standard (as per USGA guidelines) 18 hole Championship Golf Course from the Authority.

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		possession only after obtaining Completion Certificate for International standard (as per USGA guidelines) 18 hole Championship Golf Course from the Authority.		
8	RFP, page 31, Schedule I(D)	The last line of this page reads as: The residential and commercial area need to carve out at one location so that the Golf course, Golf Academy and Club House Cum Sports Complex should be independent.	The design of the Project should have the flexibility to make it as Internationally recognised one and hence there should not be any restriction on the design aspect, Most of the 18 hole PGA standard golf course has residential villas all around the golf course. Residential villas cannot be at one corner/location instead it would be spread all over 183 acres of land. Hence the said clause may be deleted. Or it should be amended as: "Golf course, Golf Academy and Club House Cum Sports Complex area should be carved out as one contiguous location".	The Project shall be designed in the manner that the Golf course, Golf Academy, Club House Cum Sports Complex and the Commercial Area shall have independent access
9	RFP Clause 3.33.1 page 22 Delay in Commencement of Project	The lessee shall commence and complete the development and or construction works for which the land has been granted, by obtaining development and/ or building permission as the case may be, within the time of Six months from the date of execution of the Lease cum Development Agreement	6 months is too less a time for obtaining building permission. Instead of 6 months, 12 months' time should be given for obtaining building permission and the clauses in Lease cum development agreement be suitably amended.	No Change
10	Lease Cum Development Agreement page 6 and article 3.2 (e) page 16 and	"Construction Period" means the period from the commencement of	"Construction Period" means the period from the commencement of construction (within 12 months from signing of this	No Change

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S. No.	Document Reference	Particulars of the Clause	Queries/Amendment Requested	Response
	article 6.1 page 26	construction (within six months from signing of this Agreement) till the achievement of Project Milestone and the issuance of Project Milestone Completion Certificate, in accordance with the Project Milestone set forth in Article 2.10	Agreement) till the achievement of Project Milestone and the issuance of Project Milestone Completion Certificate, in accordance with the Project Milestone set forth in Article 2.10	
11	Lease Cum Development Agreement, Clause 2.9 (c), page 13, Development Milestone	In the event that any of the Development Milestones as per Schedule 7 are not achieved for any reason other than Force Majeure, the Lessee shall, pay to the Authority Surcharges as per Article 6 for delay beyond the timelines on which the Construction was due to be Completed;	In the event that any of the Development Milestones as per Schedule 7 are not achieved for any reason other than NRDA event of default/non fulfilment of obligations by Authority and/or Force Majeure, the Lessee shall, pay to the Authority Surcharges as per Article 6 for delay beyond the timelines on which the Construction was due to be Completed;	In the event that any of the Development Milestones as per Schedule 7 are not achieved for any reason other than Force Majeure/NRDA Event of Default/non fulfilment of obligations by Authority, the Lessee shall, pay to the Authority Surcharges as per Article 6 for delay beyond the timelines on which the Construction was due to be Completed;
12	Lease Cum Development Agreement, clause 2.10(vi) page 14 Development Milestone	An affidavit confirming that the Lessee has booked, allotted and given possession of maximum up to 40% of net residential area (plot or built up area);	An affidavit confirming that the Lessee has booked, allotted and given possession of not more than 75% of net residential area (plot or built up area);	An affidavit confirming that the Lessee has booked, allotted and given possession of maximum up to 50% of net residential area (built up area);
13	Lease cum development agreement Clause 4.1 (vii) page 23, Obligations of Authority	The Authority shall provide to the Lessee temporary approach road to the Project Site within 180 days from the Appointed Date;	NRDA requires that the developer shall commence construction with 6 months (180 days) from Appointed date but it shall provide temporary approach road to site within 180 days in such case how will a developer shall commence its construction without approach road. Hence NRDA should provide temporary approach road before appointed date and a Permanent	The Authority shall provide to the Lessee temporary approach road to the Project Site within 30 days from the Appointed Date The Authority shall not provide exclusive approach road to the Project



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			Exclusive Approach Road within 6 months from appointed date(The project of such standard should have an exclusive approach).	
14	Lease cum development agreement Clause 4.1 Obligations of Authority		Kindly include the following: ix. On submission of DPR by lessee, NRDA shall give its suggestions/ comments within 15 days failing which it shall be deemed that NRDA has no suggestions/comments on the DPR.	No Change
15	RFP 3.30 – Payment schedule		Interest charges @ 12% p.a. on balance payment of Land premium needs to be abolished as developer would take at least 4 -5 years to develop the project facilities and no revenue would be generated during this period. Hence, additional burden on account of interest is not in the interest of the project	No Change
16	RFP 3.32 – Mortgage	The Developer shall be entitled to mortgage the Land as per applicable laws of Chhattisgarh Vishesh Kshetra (Achal Sampatti ka VyayanNiyam), 2008 with any scheduled Bank or financial institution with prior approval of Authority and subject to the conditions that the first charge shall always be with Authority	It is requested that Lessee need not to take any prior approval from the Authority for mortgage of land to project lenders so as to make project bankable	Please refer Article 2.8 of Lease cum Development Agreement
17	RFP 3.33.3 – Delay in commencement of the project	Where the lessee does not obtain the permission of development and/or building construction as the case may	It is requested that if lessee fails to commence the project due to delay by the Authority in fulfilling their commitments then Lessee should be appropriately compensated by the Authority for damages	In the event that any of the Development Milestones as per Schedule 7 are not achieved for any reason other than Force Majeure/NRDA Event of Default/non fulfilment of obligations by Authority, the Lessee shall, pay to the Authority Surcharges as per Article 6 for delay beyond the

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		be within the time specified by the Authority, the extension in time to commence and complete the development and/or construction may be granted by the Chief Executive Officer, NRDA, on payment of surcharge by the lessee	arises due to such delay	timelines on which the Construction was due to be Completed;
18	RFP 3.33.3 – Completion of development milestone		It is requested that the project completion certificate should be issued by an independent consultant instead of by NRDA. The independent consultant would be appointed by the Authority through a competitive bidding process and his fee would be shared between Authority and lessee. This procedure is in line with the provision given in the model concession agreement published by planning commission	No Change
19	Lease deed cum development agreement - 2.5	Provided further that, subject to the provisions of the lease agreement / development agreement/lease deed and on completion of development of complete infrastructure on the demised parcel of land as per approved plan and on completion of construction of 80% (eighty Percent) of total residential units thereon, as per approved plan, the lessee may request to the Authority, by written application to convert the	It is requested that Lessee shall be eligible to convert the land demarcated for residential unit from lease to freehold land after completion of 80% of the common infrastructure instead of completion of residential unit as it is not necessary that Lessee may sale the developed residential plots to end users	Provided further that, subject to the provisions of the lease agreement/development agreement/lease deed and on completion of development of complete infrastructure on the demised parcel of land as per approved plan and on completion of construction of 80% (eighty Percent) of total residential units thereon, as per approved plan, the lessee may request to the Authority, by written application to convert the lease to free hold ownership only for that portion of land which has been taken up for residential (built up) development. On receipt of such application and after verification, the Authority shall convert the lease to free hold ownership on following terms and conditions:- i. The lessee shall deposit within one month, from the date of intimation from the Authority, an amount

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		lease to free hold ownership only for that portion of land which has been taken up for residential development and/or residential plotted development		<p>equal to 1% (One Percent) of the total land premium calculated as per the prevailing guideline rate or development premium determined by the Authority, whichever is higher;</p> <p>ii. The lessee shall deposit within one month, from the date of intimation by the Authority, a lump sum amount equal to difference of 11 years Annual Lease Rent and the Annual Lease Rent already paid till the date of such intimation for conversion of lease to free hold ownership; and</p> <p>iii. The lessee shall get the conversion deed registered under Registration Act, 1908 at his own cost.</p>
20	Lease deed cum development agreement – 5.3	<p>If the Affected Party has taken all necessary steps towards mitigating the effect of a Force Majeure event, then:</p> <p>i. The obligations of the Affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues</p> <p>ii. To the extent the performance of the obligations of the Affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the Affected Party shall be extended by a similar time period on a day for day basis</p>	In line with the provision of model concession agreement, the Lessee should be given compensation equivalent to 100% of the debt due in the event of termination of the project due to force majeure	No Change
21	Lease deed cum development agreement – 7.1 (b)	In the event, Lessee is not in default as per Article 7.1 (a) and NRDA fails to provide	The Authority event of default is not properly listed in the agreement. Apart from providing the land Authority's	<p>Obligations of the Authority:</p> <p>In addition to and not in derogation or substitution of any</p>



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		<p>the Project Land free from encumbrances to the Lessee within 60 working days of Signing of this Agreement and fails to perform or discharge any of its obligations in accordance with the provisions of this Agreement, it shall be construed as event of default on the part of Authority (the "Authority Event of Default")</p>	<p>responsibility is to provide access to sight, development of external infrastructure, providing of water, power and sewerage connection and providing necessary approval.</p> <p>In view of the above, It is requested that the Authority's event of default should be elaborated properly in the agreement</p>	<p>of its other obligations under this Agreement, the Authority shall have the following obligations:-</p> <p>i. The Authority shall provide to the Lessee temporary approach road to the demised land within 30 days from the Appointed Date;</p> <p>ii. Provide one motor-able access to the Project within one month of filing of Application after the completion of Phase 1 of Project Milestones as defined in Article 6.3 of this Lease cum Development Agreement;</p> <p>iii. Provide Sewerage disposal connection within one month of filing of Application after the completion of Phase 1 of Project Milestones as defined in Article 6.3 of this Lease cum Development Agreement;</p> <p>iv. Provide regular water supply connection within one month of filing of Application after the completion of Phase 1 of Project Milestones as defined in Article 6.3 of this Lease cum Development Agreement;</p> <p>v. Grant permission and consent to Lessee, to develop the land required for the development of the Project. The Leased Land shall be made available to the Lessee by NRDA free from all encumbrances and occupations;</p> <p>vi. Grant permission to Sub-Lease as per the provisions of "Chhattisgarh VisheshKshetra (AchalSampattikaVyayan) Niyam, 2008";</p> <p>vii. Extend the assistance of its good office on a reasonable effort basis to assist the Lessee in the provision of electricity connection and telecommunications lines to be brought to the boundary of the Leased Land from the main lines along the peripheral roads;</p> <p>viii. Extend the assistance of its good office on a reasonable effort basis to assist the Lessee in getting all such approvals, permissions and authorizations which the Lessee may require or is obliged to seek under this Agreement in connection with development of the Project and the performance of its obligations hereunder; and</p> <p>ix. The Authority, through itself, or its nominee may</p>

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				undertake the overall monitoring of the Project Facility during the construction and operation & maintenance period, to verify the structural safety aspects of the Project Facility throughout the Lease Period.
22	Lease deed cum development agreement - 7.5	<p>a. Termination due to Lessee Event of Default</p> <p>If the Termination is due to a Lessee Event of Default, no compensation shall be payable by the NRDA to the Lessee. Land Premium, lease rent paid by the Lessee till the date of Termination and Performance Security furnished by Lessee shall be forfeited.</p> <p>The Lessee shall not be entitled for any compensation including for the structures/buildings constructed on the Project Land.</p> <p>b. Due to NRDA Event of Default</p> <p>In case NRDA Event of Default, then the Lessee shall be entitled to receive from the NRDA, Delayed Interest calculated on the default amount for the number of days delayed</p>	<p>In line with the provision of model concession agreement, the following compensation to be paid to the Lessee in case of termination of the agreement so as to make project bankable :</p> <p>a. Compensation in case of Termination due to NRDA Event of Default 100% of Debt due 150% of the equity investment</p> <p>b. Compensation in case of Termination due to Lessee Event of Default 100% of Debt due</p>	No Change
23	Change of Scope		There is no provision related to Change of scope given in the lease cum development agreement. It is requested that Authority	No Change

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			should provide appropriate provision in the agreement that any change beyond 2% of the project cost should be compensated by the Authority	
24	Queries on technical aspect		<p>i. Kindly confirm the current Land Use of the property and if any Land use conversion is yet to be done by the Authority</p> <p>ii. Please confirm that the Maintenance Equipment and Sport Equipment like Mowers are to be procured by Concessionaire or supplied by the Authority</p> <p>iii. Whether only mechanical ventilation in Indoor Sports or air conditioning required. Whether Indoor Sports to be acoustically treated</p>	<p>i. The Land use is Recreational and no Land conversion is required. However, diversion of Land shall be undertaken by the Authority but the cost for the same shall be borne by the Lessee</p> <p>ii. All the equipment required for the project shall be procured by the Lessee at its own cost</p> <p>iii. The sports facility shall be designed by the Lessee as per best industry practices. The Lessee shall take approval of DPR including all the designs from the Authority.</p>
25	General	There is no provision of Substitution right to lenders	Lease agreement should have Substitution Rights to Lenders	No Change
26	General		Such project requires exclusive approach road. Kindly provide the drawing showing the exclusive approach proposed/under construction for the site and the time frame within which this approach road shall be ready.	No Change
27	Transfer of property	The total area for golf course, golf academy and admin office, Club house cum sports complex is 18.63 acres of land	Please clarify that if a developer constructs rooms along with the clubhouse, whether the same will be transferable on expiry of the lease period.	In accordance to Article 2.5 of Lease cum Development Agreement, only the portion of land which has been taken up for residential development (built up development) shall be converted from the lease to free hold ownership.
28	General		In the case of consortium, whether the Special Purpose Vehicle is to be formed after the declaration of successful bidder or before the same?	Please Refer clause 2.1.1 (b) of the RFP document.
29	General		Whether the technical & financial capacity of the consortium will have be calculated on	In case of a Consortium, the technical capability and financial capability of only those Members shall be

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			the basis of their equity contribution?	considered, who commits to subscribe an Paid up and Subscribed equity share of at least 26% (twenty six per cent) each in the SPV
30	General		<p>In case of consortium Clause 2.1.2 (d) & (h) (iv) the consortium members and its associates are required to commit to 51% of the paid up equity capital of the SPV.</p> <p>Suppose the consortium has 3 members, whether each member can take equity along with its associates in the SPV and that the SPV can have more than 3 members.</p> <p>For example : IF A, B & C form a consortium for 34 : 33 : 33 percent of the SPV,</p> <p>A holds 26%, its associates hold the balance 8 % of the equity, and B holds 26%, its associates hold the balance 7% of the equity, and C holds 26%, its associates hold the balance 7% of the equity.</p> <p>Whether the same is allowable as the same is within the parameters of the RFP. If a consortium member wants to opt?</p>	In accordance with clause 2.1.2 of the RFP, number of members in a consortium shall not exceed 3 for submitting the bid and the Selected Bidder can hold the issued and paid up Equity together with its Associates.
31	General		In case a consortium member wants to opt out, what are the provisions for exit clause and what is the minimum lock in period for the same?	Please refer clause 2.1.2 (d) of the RFP
32	General		Kindly clarify whether the residential land will be converted to free hold land after the expiry of a certain period on payment of land premium?	Please refer Article 2.5 of the Lease cum Development Agreement
33	General		A total area of 18.63 Acres has been allocated for Club House & Golf Academy and Admin Office. Whether, the bidders can	Please refer Schedule 1 (C) and I (D) of the RFP



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			opt to construction of resorts on the said area and in that case, what will be the maximum permissible built up area?	
34	Other Condition		Kindly provide AutoCAD drawings of the Project site with survey drawings and coordinates	AutoCAD drawings have been uploaded on the Website

The responses provided by the Authority above shall form part of the Tender documents.

Chief Executive Officer
Naya Raipur Development Authority
Naya Raipur